

QTXCF 8.4.2.1  
3/19/1963

PRIVATE ROAD CROSSING PERMIT

No. 92511

Form R.W. 49A  
12-59  
Not Jt-Car.

NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called Railway Company, in consideration of the agreements herein contained, hereby permits

(b) (6), of Bellevue, Washington,

hereinafter called Permittee, to establish and maintain a private road crossing over its right of way at the location described as follows:

A private roadway and crossing, upon Railway Company's right of way for its Belt Line in and in front of Government Lot 4 of Section 20, Township 24 North, Range 5 East, W.M., in King County, Washington, near QUENDALL siding, the center line of the road being described as follows:

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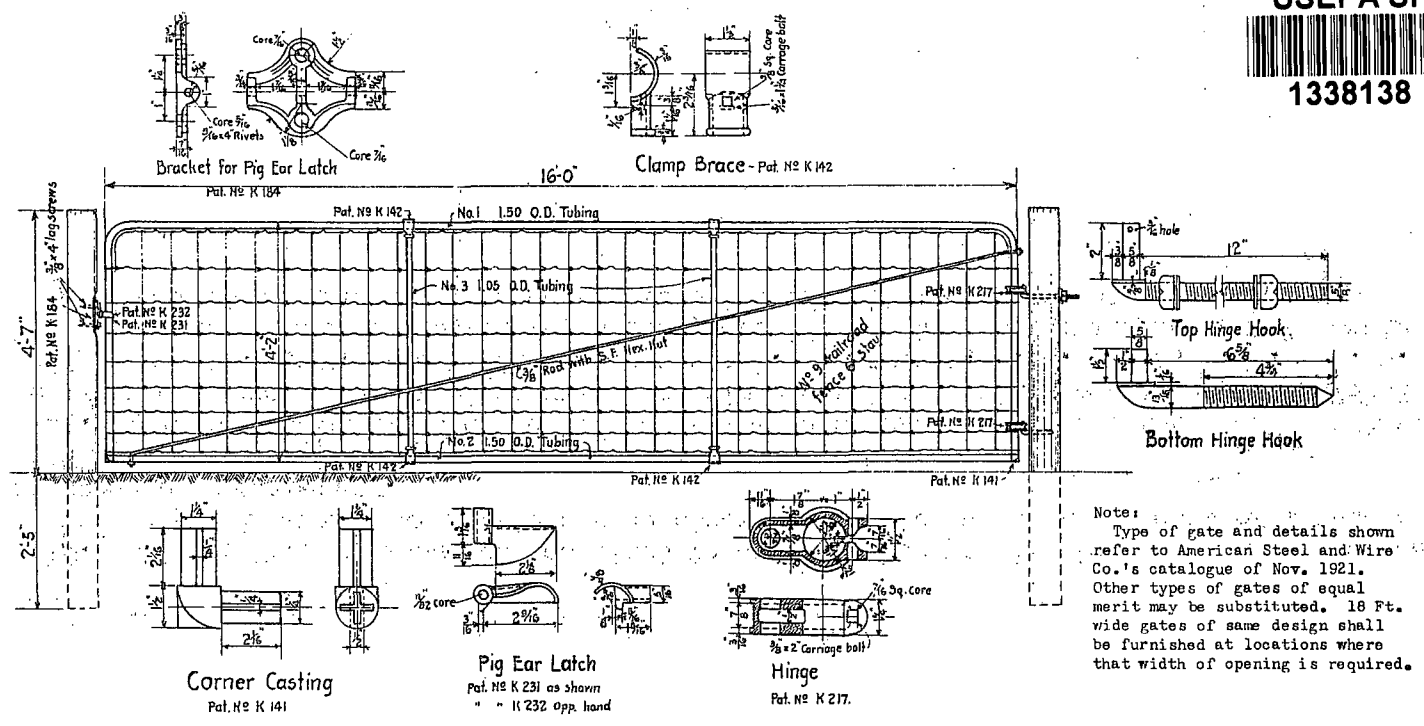
Beginning at a point distant 50 feet easterly, measured at right angles, from the center line of Railway Company's main track as now constructed and 1594 feet northerly, measured along said track center line, from Mile Post 7 (which mile post is located 1022 feet southerly, measured along said track center line, from the south line of said section); thence westerly at right angles to said track center line approximately 60 feet; thence on a curve to the left approximately 50 feet to a point distant approximately 35 feet westerly from said track center line; thence southerly parallel with said track center line approximately 280 feet; thence on a curve to the right and left approximately 30 feet to a point distant approximately 45 feet westerly from said track center line; thence southerly parallel with said track center line approximately 167 feet to a point distant 527 feet southerly, measured along said track center line, from the point of beginning.

Subject to the following terms, conditions, and provisions:

1. As a fee Permittee shall pay the sum of five and no/100 dollars (\$5.00) per year in advance. No part of said fee will be refunded upon termination of the permit pursuant to paragraph 8 hereof.
2. The crossing and all drainage facilities made necessary thereby shall be constructed and maintained at the expense of Permittee in a good and workmanlike manner, and the crossing shall be made and kept as safe for travel as possible.
3. Should the right of way be fenced at the location described, Permittee shall construct and maintain crossing gates at Permittee's expense. Said gates shall be constructed in accordance with Railway Company's standard plan shown below or equal and shall be kept closed and locked excepting when necessary to be opened for travel. Permittee agrees to assume all damages of every kind whatsoever resulting from Permittee's failure to keep gates closed and locked as agreed in this paragraph.
4. Permittee agrees to remove and keep removed at Permittee's sole expense any vegetation that will interfere with approaching trains being seen for a distance of not less than five hundred feet in each direction from any point in the road approaching said crossing at a distance of not less than fifty feet from the nearest rail.
5. Permittee shall limit the use of said private road crossing to Permittee and Permittee's employees, agents, invitees, or licensees for the purpose of gaining access to permittee's adjoining property.
6. Permittee agrees to indemnify and hold harmless Railway Company from any and all loss, cost, damage, or injury to persons, including death resulting therefrom, or to property arising or growing out of the existence or use of said private road upon Railway Company's property or arising or growing out of said private road crossing Railway Company's track, regardless of how such loss, cost, damage, injury, or death may arise, and notwithstanding that it may arise in whole or in part from the negligence of Railway Company's employees, agents, or servants.
7. It is agreed that the provisions of paragraphs 3 and 6 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of Railway Company's property upon which said private road crossing is located.
8. Either party may terminate this permit at any time upon thirty (30) days' written notice to the other party. Permittee shall give its notice to the Properties and Industrial Development Department of Railway Company by United States mail; Railway Company may give its notice in the same manner to Permittee.

Hazelwood Lane, Bellevue, Washington, or may serve same personally on Permittee, or post on the premises.

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9. Permittee shall not assign or transfer this permit without the written approval of Railway Company.

10. Railway Company reserves the right to permit other parties to use said road crossing and roadway provided that it requires such other parties to share in the cost of maintaining said crossing and roadway.

11. This permit shall be effective as of the date hereof and shall supersede and terminate as of that date any interest of permittee herein under that certain permit numbered 75462 dated October 10, 1952, from Railway Company to P. E. Barrett, L. A. Clary, E. J. Fey, C. G. Roberts, Bessie Verhoef and permittee herein; provided that such termination shall impair no right or obligation arising thereunder before the effective date hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate this

March 1963.

NORTHERN PACIFIC RAILWAY COMPANY.

By M. A. Wilson  
Western Manager Industrial Development

(b) (6)

Witnesses to execution by Permittee: